

1894-018 Chancery Causes: Berry Gilliam & Co] vs W. C. Herndon & Co
Lee Co.

Berry, Gilliam, Appligarth, Smith, Parsons, Woodward, Stapleton,
Blankenship

CA-Debt
T-Property

-Deed

An itemized statement of which account
is herewith filed & prayed to be considered a part
of this bill & marked "account,"

*

To The Hon. H. S. H. Morrison, Judge
of the Circuit Court for Lee Co., Va.:
Humbly complaining your
Orators W. J. Berry, James B. Gilliam,
W. M. Hplegarth and A. M. Smith,
Merchants and partners in trade under
the firm name and style of Berry, Gilliam
and Co., respectfully represents unto your
honor that at the special instance and request
of W. C. Herndon a merchant doing business
then in the Co. of Lee and State of Va.,
your orators sold to him the said W. C.
Herndon a quantity of goods, ware and
merchandise amounting to the sum of
\$81.90 on the 30 day of Oct - 1893, * and which will
become due and payable on the 1st day of March
1894, from which said time your orators
claim interest; that at the directions of the said
W. C. Herndon all of said goods were shipped to
Cunnington's Ldg, Co. Co., Va., in his the said
W. C. Herndon's name; that at the time your orator
said said Herndon said goods the records in the
County Court Clerk's Office of Lee Co., Va.,
showed him to be, and he represented himself
to be, the owner of a large quantity of land
unincumbered, lying and being in the Co.
of Lee and State of Va., and in the Pocket and
Crab Orchard country - land which he, the
said W. C. Herndon purchased from the heirs
of Charles Cunningham, deceased, John Cunningham
and Larkin Herndon, Tobias Hughes & wife, and
John Stapleton & wife, and all which he was

1 then in the possession of, arising and occupying
2 as his own. Copies of the deeds to the land which
3 he, at the time your orators debt was contracted,
4 represented himself to be the owner of are here filed
5 marked "1", "2" "3" "4".

6 and prayed to be considered as part of this bill.
7 Your orators will further show unto your
8 honor that a portion if not all the said goods
9 sold by your orators to the said Herndon, to
10 gether with about 25 or 40 head of cattle a wagon
11 and a team, the goods in his store house at the
12 time and other goods purchased about the same
13 time he purchased from your orators from other
14 Wholesale merchants were turned over to his father
15 John P Herndon and his father Larkin Herndon
16 on or about the 10th day of Nov- 1892, who are now
17 in the possession of the same selling and disposing
18 of them; that said transfer of goods, cattle, wagon,
19 team, and all that was turned over to the said
20 John P Herndon and Larkin Herndon was without
21 a valuable consideration, or at least a consideration
22 any thing like the value thereof,
23 your orators will further show unto your honor
24 that the said sum of money is still due and
25 unpaid and that interest is due as aforesaid;
26 that in a day or two after said transfer of said
27 goods and chattels, the said W. B. Herndon absconded
28 this state and is now a non resident thereof;
29 that to your orators great surprise on Nov- the 10th
30 1892, one David P. Parsons deposited with the clerk
31 of the county court for Lee Co., for recordation a
32 deed signed by W. B. Herndon & his wife,

1 which conveyed to said Parsons all of the said
2 W. B. Herndon's land except the Chapleton tract and
3 that tract embraced in the conveyance of John B
4 Cunningham and Larkin Herndon bearing date
5 July the 20th 1859, the consideration in said deed
6 as it is there expressed is \$500.00 in hand paid;
7 that at the time your orators said said goods to
8 said W. B. Herndon and at no time afterward
9 did they have any notice or knowledge of the
10 existence of the said deed to the said Parsons, until
11 the same was placed with the clerk for
12 recordation as aforesaid; that at any rate said deed
13 was made with out any consideration being paid
14 down and was made for the express purpose
15 of hindering, delaying and defrauding said
16 W. B. Herndon's creditors in the collection of
17 their debts and especially that of your orators.

18 Your orators will further show
19 unto your honor that said W. B. Herndon made
20 and acknowledged another paper giving to one
21 William Woodward a lien on all his land
22 except the land before conveyed to David P
23 Parsons and the said Chapleton tract of land,
24 to secure to the said Woodward the sum of
25 \$675.00, which lien was placed with the
26 clerk of the County Court to be recorded on the
27 10th day of Nov 1862.

28 Your orators avers that this pretended lien is
29 fraudulent voluntary and was made for the
30 express purpose of hindering delaying and
31 defrauding his creditors and is therefore
32 void. A copy of the same is her filed

1 marked "L" and prayed to be considered as
2 part of this bill.

3 Your orators further represents unto your honors
4 that when the said John B. Stapleton and wife
5 sold the said Stapleton tract of land to the said
6 W. L. Herndon a vendors lien was reserved
7 for the purchase money, but that the same
8 has long since been paid, that there are no
9 other liens upon the lands of the said W. L.
10 Herndon, that the rents and profits will not
11 in five years pay your orators claim and
12 the costs of this suit.

13 The premises therefore considered your
14 orators are advised they have rights cognizable
15 in a court of Equity, that the said John P. and
16 Larkin Herndon will be compelled to account
17 for all the affects of the said W. L. Herndon
18 which went into their hands; that said debt
19 to said Parsons and said lien in favor of
20 said Woodward will be declared null and
21 void as to the creditors of the said Herndon
22 that had no notice of the same at the time
23 they made their debts, and especially will
24 it be void as to your orators.

25 The prayer therefore of your orators is that
26 W. L. Herndon, Larkin Herndon, John B. Herndon,
27 David Parsons, William Woodward, and
28 John B. Stapleton be made parties defendants
29 to this bill of complaint, that each be required
30 to answer the several allegations on oath;
31 that by virtue of the affidavit here filed
32 marked "A" made pursuant to Sec. 2904 of

1 the code of 1887, an attachment issue and be
2 denied upon the said W. L. Herndon's effects and
3 the same be held until a further order of
4 this court; that the said John P. and Larkin
5 Herndon specially answer on oath the true
6 amount if any thing the said W. L. Herndon
7 owed them, when and where they got the
8 money or other thing which they lent the said
9 W. L. Herndon here by he became indebted
10 to them, the date of each item of indebtedness,
11 the number and value of the said cattle
12 wagon and team &c., and what they gave
13 there for, an itemised statement or an
14 invoice of all the goods and chattels turned
15 over to them or either of them by the said
16 W. L. Herndon, that the said David Parsons
17 specially ^{answer} on oath the true amount if
18 any thing he has paid on the land mentioned
19 in the deed of March the 14, 1889, when and
20 where and of whom he got the money or
21 other thing which he paid on said land,
22 and how much he still owes thereon;
23 that the said William Woodward specially
24 answer on oath the true amount, if any thing
25 the said W. L. Herndon owed him and what
26 for, when, where, and from whom he got
27 the money or other thing which he lent the said
28 Herndon here whereby he became indebted
29 to him, when the same became or will become
30 due and the date of the indebtedness, that
31 upon a final hearing of the cause a judgment
32 be given for or against for the amount of

1 their claim and their costs; that the said deed,
2 lien, and transfer of good and chattels be
3 set aside and that enough be sold to satisfy
4 your orators claim and the costs of this
5 suit; and that an order of publication be
6 made for W. B. Herndon as the law requires
7 in such cases.

8 And that all further ^{General} relief be
9 granted your orators as the nature of their cause
10 requires; may process issue; and your orators
11 will ever pray &c.

12 Jackson & Blankenship, P. G.
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1st Jan'y Rules 1894

Berry, Gilliam & Co.

78. $\frac{1}{3}$ Bill in ch'g.

W. C. Herndon, et al

Jackson & Blacksmith, p. g.

1894-1st Jan'y Rules Bill filed Sp. & on home Dfto

+ O. P. f. on residents of home Dfto

" 2nd Jan'y Rules D. M. for home Dfto Confd

" 1st Feb'y " Contd. for Ord. Pub

" 2nd " " Ord. Pub. completed & set for hearing by Ref.

" June Term Deere & Contd

C 9.4.2

S 2.50

~~20~~ 50

Co 5.75

Atty 15.00

33.17

2.50

Defts Costs

Clerk \$1.60

Virginia, Lee County, To wit:

This day George W. Bantauchip, Agent
for W. F. Berry, James R. Gilliam,
W. W. Applezonth & G. M. Smith, Merchants
& Partners in trade under the firm name and
Style of Berry, Gilliam & Co., Plffs
in a certain Chaucery Cause now pending
in the Circuit Court for Lee Co. vs. W. C.
Herndon & others to recover a
certain debt from said Herndon, per-
sonally appeared before me, A. B. Munsey,
Clerk of the Circuit Court in & for
Lee Co., Va., in my County aforesaid, &
made oath that - 1st he verily believes
the said Plaintiffs claim is just, 2nd
that he believes the said Plaintiffs are
entitled to recover & ought to recover
at least in said suit against said
Herndon a debt for the sum of
\$81.90, with interest from the 1st
day of march 1894, & which will become
due on march 1, 1894, 3rd that to
the best of the affiants belief said
W. C. Herndon is not a resident of
the State of Va., but has effects
therein in the Co. of Lee & State of Va,
4th that the said Herndon has, con-
victed, is convicting, or is about to

Convent his property or some
material part thereof into
money securities & evidences of
debt with the intent to hinder, defraud
& delay his Creditors, so that the
Said Herndon has assigned
& disposed of his property, ^{& estate} or is about
assign & dispose of his estate
or some part thereof with the intent
to hinder, defraud & delay his Cred-
itors & especially Berry, Gilliam
& Co. Given under my hand this
the 11th day of Dec. 1898.
A.B. Munsey Clerk

Berry, Gilliam & Co.

vs. { Affidavit.

W.C. Herndon et al

"A."

W. T. BERRY.
JAMES R. GILLIAM.
W. W. APPELGARTH.
A. M. SMITH.

All claims must be made immediately on receipt of Goods. Interest charged on all bills after maturity

Lynchburg, Va. Oct 30, 1892

Mr. W. O. Herndon,

Shipped to Pennington Gap, P.O. Cynthia, Va.

Bought of **Berry, Gilliam & Co.**
WHOLESALE
BOOTS AND SHOES
918 MAIN ST.

Terms:

No goods taken back after being marked on the bottom.
Address all letters to the firm in order to secure prompt attention.

Case Stock Number
No. No. Pairs

1/4	253	24	mens Oile Gun Plow	6 1/11	1 00	24 00
3/4	1454	24	" Rip Dis	8 1/11	1 00	24 00
5/6	57	24	" " N.C. "	6 1/10	1 40	33 60
State of Va. City of Lynchburg Decit						30
This day James R. Gilliam a member of the firm of Berry Gilliam & Co.						81 90
personally appeared before me W. G. Farmer a notary for said city						
and made oath that the above af. was justly ^{owed} and that						
no portion thereof has been paid						
W. G. Farmer N. P.						

"
Account"

Attest
A B Munsey Clerk

W.C. Herndon et als.

Separate Demurrer and
Ads. Answer of John P. Her-
ndon.

Cullen & Newman.

Duncan & Hyatt, p.d.

*Filed in open court March
The 8th 1894
A.B. Munsey Clerk*

To the Honorable H.S.K. Morrison, Judge of the Circuit Court
of Lee County Virginia:

The separate demurrer and answer of Larkin Herndon to a bill in chancery exhibited against him and others, in this honorable court by W.T. Berry, James R. Gilliam, W.W. Applegarth, and A.M. Smith, merchants and partners in ^{trade} trading under the firm name and style of Berry, Gilliam & Co.

Respondent says that complainant's bill is not sufficient in law to call upon him to answer in this honorable court and he demurs thereto. And not waiving said demurrer, should other and further answer be required of him answering he says: That he knows nothing whatever of the sale of goods by the complainants to the said W.C. Herndon, and therefore neither admits nor denies the justness of the account filed by the complainants with their bill. Respondent supposes it to be true that at the time said complainants sold said goods to the said W.C. Herndon (if they sold him any) that the records of the County Court Clerk's office of Lee County showed him to be the owner of a quantity of land lying in said County and in the Pocket and Crab Orchard country, though of this he has no personal knowledge and makes no admissions or denials in reference thereto. Neither does respondent know what representations the said W.C. Herndon made to the said complainants as to his ownership of land in said County, if he made any. It is true that respondent some few years ago together with John B. Pennington conveyed to the said W.C. Herndon a boundary of land in the Crab Orchard country, number of acres not remembered, and he supposes the same is correctly described in the deed which complainants say they file, but have not filed, with their bill, but as to what disposition said W.C. Herndon has made of said tract of land (if he has made any) respondent is not advised.

Respondent denies that a portion, if not all the goods sold by complainants to the said W.C. Herndon together with thirty five or forty head of cattle, a wagon and team, the goods in his store house at the time and other goods purchased about the same time from other wholesale merchants were turned over by

W.C. Herndon

To	Larkin Herndon.	Dr.
To note executed July 10th 1891 due at 1 day		\$200.00.
" Interest thereon to November 11th 1893		28.00.
" Note executed January 1st 1892 due at 1 day		788.80
" Interest thereon to November 11th 1893		87.95
" Note executed May 9th 1891 due at one day		300.00.
" Interest to November 11th 1893		45.00
" Note executed June 7th 1892 for \$200.00, subject to credit of \$16.18 September 2nd 1893. Balance on that day		198.62
" Interest to November 11th 1893		2.28
" Note executed on August 10th 1893 for \$575.00 due at 12 months. Value on November 11th 1893.		550.25
		<hr/>
		2200.90

the said W.C.Herndon, to your respondent and his son John P. Herndon on or about the 10th day of November 1893 or at any other time. He denies that he is now or that he has at any time been in the possession of said goods and other property, or any part thereof, and that he is selling or that he has sold or disposed of ~~any of~~ any of the same. It is true however as respondent is informed and believes that said W.C.Herndon on the 11th day of November 1893, sold and delivered to respondent's & co-defendant, John P.Herndon, the goods wares and merchandise then in his store house, such goods wares and merchandise as had been shipped to him and were then in the depot at Pennington, together with about 48 head of cattle, an old wagon, mowing machine, a mare and a mule, and perhaps some other personal property, and that the said John P.Herndon is now and has been since said 11th day of November 1893, in the possession of said property selling and disposing of the same.

Respondent will now show your honor that the said W.C.Herndon was on the 11th day of November 1893 indebted to him in the sum of \$2200.⁶⁰ including principal ^{and interest} as appears by a calculation and statement herewith filed as part hereof marked "1" which said indebtedness is evidenced by five notes or bonds the first of which was executed on the 10th day of July 1891 for the sum of \$200.00 due one day after date, to which his wife Cinthia Herndon was security, the second of said bonds was executed on the 1st day of January ¹⁸⁹² for \$788.80 due one day after date to which the said Cinthia Herndon was also security, the third of said notes was executed on the 9th day of May 189~~2~~ for the sum of \$300.00 and due one day after date, the fourth of said bonds was executed on the 7th day of June 1892 for the sum of \$200.00 due one day after date, this note is subject to a credit of \$8-18 for goods dated April 20th 1893, and the further credit of \$8.00 September 2nd 1893, the fifth and last of said note was & executed on the 10th day of August 1893 for the sum of \$575.00 due twelve months after date. The consideration of these notes was principally borrowed money loaned by respondent to his son

at various times since he commenced business, for which notes were taken at the time and frequently renewed including the interest which had accumulated thereon, the residue was for stock sold by respondent to his son on two or three occasions for which notes were likewise taken and renewed perhaps more than once, every cent of which indebtedness was justly and honestly due to respondent at the date aforesaid to wit, on the 11th day of November 1893.

Respondent is an old man not able to actively engage in any business or occupation, was compelled to break up house keeping about October 1889, since which time he and his wife have been living with and upon the bounty of their son John P. Herndon. Some time after the 1st of November 1893 respondent was informed by his son W.C. Herndon that he was indebted to his brother John P. Herndon in the sum of \$500.00 and he then proposed to sell his stock of goods then in his store house and the goods which he had recently purchased and which had been shipped to him at Pennington, and lot of personal property consisting of cattle, hay, &c., to pay off and discharge said indebtedness and to indemnify them for certain sums for which they were the surety of the said W.C. Herndon. Respondent informed his son that he was too old and infirm to make said purchase or to encumber himself with either said property or goods, and insisted on the said W.C. Herndon to go on with his business, but the said W.C. Herndon persisted in his determination to sell and finally respondent reluctantly consented for his son John P. Herndon to buy said goods and other property, and agreed to assign to the said John P. Herndon the several notes aforesaid for that purpose. No part of indebtedness has yet been paid to respondent, but the same and every part thereof is still due to him, but he delivered said notes as he agreed to do with his name written across the backs thereof which was intended as an assignment to the said John P. Herndon, who surrendered them as respondent is informed to the said W.C. Herndon when the said W. C. Herndon delivered to him said goods wares merchandise and

your respondent

other Personal property. As above stated ~~and~~ the said John P. Herndon were security for the said W.C. Herndon for about \$575. \$250.00 was for money which the said W.C. Herndon borrowed from one John Holmes, and \$325 thereof was a note executed to J.J. Stapleton and respondent payable at the Pennington Gap Bank, endorsed by the said Stapleton and respondent and discounted by the said W.C. Herndon for whose accommodation it was made at said Bank, which said note has since been lifted, the said John P. Herndon furnishing for that purpose \$250.00 and your respondent furnishing the residue. A copy of said note is filed with the answer of John P. Herndon, to which reference is here made.

In answer to the special interrogatories propounded to him by the Complainants, Respondent says it is almost or quite impossible for him to state and show where he received and from whom he received every dollar or other thing which he let his son ~~be~~ have and which constitute said indebtedness, Respondent avers that the true amount of the indebtedness of the said W.C. Herndon to him is as above set out, and the date of each item of said indebtedness is as hereinbefore set forth. Respondent will here show your honor that as before stated he broke up house-keeping about October 1889, at that time he had loaned to good and solvent men from \$700.00 to \$1000.00, he then had on hands a considerable quantity of stock, hay and ~~co.~~ which he sold to the Railroad contractors and other persons, which said sales amounted to \$500.00 or \$600.00 and at the same time he sold his farm to C.F. Duncan for the Louisville and Nashville Railroad Company for the sum of \$2100.00 which was paid to him on the 28th day of December 1893 in cash, making a total amount of money belonging to your respondent on the 1st day of January 1890, of from \$3300.00 to \$3600.00 dollars. Of this sum respondent loaned to M.D. Richmond the sum of \$2000.00. On January 10th 1890, afterwards, to wit, on May 9th 1891 the Administrators of Mr. Richmond paid to respondent \$300.00 and on the same day he loaned it to his son W.C. Herndon. On the 10th day of July 1891 said administrators paid to respondent \$200.00, and on the same

day he loaned this sum to his said son W.C.Herndon. On June the 7th 1892, said administrators paid to respondent \$200.00 and on the same day he loaned said sum to his son the said W.C. Herndon. On January the 9th 1891, said administrators paid to respondent \$500.00, but respondent does not now remember certainly whether his said son got any part of that \$500.00 or not but he thinks it likely that he did. Respondent had money loaned to D.L.Jessee, A.K.Debusk, William L.Stout, and others. These parties were all good and when they kept the money as long as they wanted it, would return it with its interest, and respondent would loan it again. It was respondents habit to loan his money for a year at a time and at the end of the year either to collect it or take a new note including the interest that had accumulated, thus compounding the interest and making it principal. This course he pursued with his son except as to the three amounts got from the administrators of M.D.Richmond which were never renewed. The \$788.80 note includes two or three other smaller notes and the price of some stock as respondent now remembers; and the \$575 note is partly for stock and for money got at two or three times during the latter part of the year of 1892 and the early part of the year 1893 for which note was given just at the time the money was got, a part of this money was got from A.K.Debusk and another part as respondent remembers from W.L.Stout. Respondent can not more accurately state from whom he got the money, loaned to his son than he has here stated, but he here repeats again that every cent called for by said notes was due and owing to him from his son on the 11th day of November 1893, and the same is still due to him from the said John P.Herndon if the trade between him and the said W.C.Herndon stands. But should it be set aside then said sum is due to him or his assignee from the said W.C.Herndon, and if said sale is set aside then respondent prays that this his answer may be treated as a petition or cross bill for the recovery by him out of the effects of the said W.C.Herndon, ~~and~~ John P.Herndon &c. sought to be subjected to the payment of the

~~of~~ complainants debt and mentioned by them in their bill, be subjected first to the payment of respondents debts hereinbefore referred to.

Respondent denies most emphatically any collusion with the said W.C. Herndon or any one else, or any intention to aid the said W.C. Herndon in any way to hinder delay or defraud his creditors in the collection of their debts: he denies any fraud or any knowledge of any fraud by others: he knows nothing of the alleged sale of land by W.C. Herndon to the said David Parsons, nor does he know anything about the lien claimed by Wm. Woodward upon the other lands mentioned in the complainants bill.

Respondent had no knowledge of any other indebtedness by the said W.C. Herndon except that to himself to John P. Herndon John Holmes and the Pennington Gap Bank, until the institution or about the time of the institution of the several suits now pending in your honors court against W.C. Herndon, himself and others. And now having answered complainants bill as fully as he is advised it is material to answer the same prays to be hence dismissed with his costs &c.

Duncan V. Hyatt, p. p.

Virginia, Lee County, to wit:

This day Larkin Herndon personally appeared before me, A.B. Munsey, Clerk of the Circuit Court for the County and State aforesaid, and made oath that the foregoing answer, so far as made on his own knowledge, is true, and so far as made upon the information he believes it to be true.

A.B. Munsey Clerk

W.C. Herndon et als.

ads. Separate answer and
Demurrer of Larkin
Herndon, one of the
Defendants.

Berry, Gilliam & Co.

Duncan & Hvatt, p. d.

*Filed in open court March
the 8th 1894
A B Muncey clk*

To the Honorable H.S.K. Morison, Judge of the Circuit
Court of Lee County, Virginia:

* The separate Demurrer and Answer of John P. Herndon to a bill ^{in chancery} exhibited against him and others in this Honorable Court by Berry Gilliam & Co:

Respondent says the Complainants' bill is not sufficient in law to call upon him to answer in this honorable Court, but that there is good cause of Demurrer thereto and he demurs accordingly and prays judgement of his said Demurrer & Co.

And not waiving said Demurrer but relying and insisting thereon should other and further answer be required of him, answering he says, that he supposes ~~that~~ it is true that his codefendant, W.C. Herndon bought the bill of goods set out by the complainants in their bill and he supposes that the same will become due at the time therein ^{now} mentioned and he likewise supposes that said goods were shipped to Pennington Gap to the said W.C. Herndon and in his name, though of these several allegations he has no personal knowledge further than he has seen a bill of goods in the name of the said complainants, but whether it is for the same ~~and~~ amount or the same date of the bill filed by complainants ~~with~~ their bill he does not know, therefore respondent neither denies nor admits the amount or justness of said account. Your respondent does not know what the records of the Clerk's office of the Lee county court showed as to the ownership of the land by the said W.C. Herndon, nor does he know what representations the ^{said} W.C. Herndon made to the complainants with reference to his ownership of land in the Pocket and Crab Orchard country in Lee co. and is therefore unable to answer the allegations in reference thereto. Respondent says that it is not true that on or about the 10th day of November, 1893, that the goods purchased by said W.C. Herndon from the complainants, (if any ~~were~~ purchased) together with about thirty-five or forty head of cattle, a wagon and team, the goods in his store house at the time, and other goods ^s purchased by him about the same time from other wholesale merchants were turned over to your orator and his father Lerkin

Herndon. It is true, however, that the said W.C. Herndon on the 11th day of November, 1893, sold and delivered ^{to your respondent} his stock of goods wares and merchandise then in his store house together with the goods that were in the depot at Pennington Gap shipped to and in his name, forty-six head of cattle, a lot of hay, a mowing machine, an old wagon, an old mare, a mule, a lot of cull lumber, and a lot of small accounts shown by the said W.C. Herndon's books to be due him ~~to your orator~~. Your ^{respondent} ~~orator~~ is still in the possession of the said goods and other property and has been in the possession of them from said 11th day of November, 1893, but with these goods and other property the said Larkin Herndon has nothing whatever to do and is interested in them no further than the natural interest that a father would have for the success of a son; but it is not true that these goods cattle, etc., were sold, transferred to and turned over to your respondent without a valuable consideration or a full consideration. Your ^{respondent} ~~orator~~ will now further show your Honor that said sale and transfer of said goods to him was made upon the following consideration and no other:—

The said W.C. Herndon was indebted to your orator in the sum of \$500 .00 which was evidenced by a note executed on the 29th day of August, 1893, and due one day after the date thereof, he was indebted to Larkin Herndon in the sum of two hundred dollars evidenced by a note dated the 10th day of July, 1891, and due one day after the date thereof, with his wife, Cythia Herndon, as security, and in the sum of three hundred dollars evidenced by a note executed on the 9th day of May, 1892, and due one day after the date thereof, and in the further sum of \$788.80 evidenced by note dated on the first day of January, 1892, and due one day after date, to this note Cynthia Herndon, wife of W.C. Herndon, was security; and in the further sum of \$200.00 evidenced by note dated June 7th, 1892, and due one day after the date thereof to which the said Cynthia Herndon was also security, this note is subject to the following credits of \$8.18 paid April 20th, 1893, and \$8.00 paid Sept. 2nd, 1893; and in the further sum of \$575.00, evidenced by note dated 10th day of Aug. 1893, and due twelve months after date, copies of said notes are herewith filed marked

respectively "1", "2", "3", "4", "5", "6", and the originals are in the possession of respondents attorneys and will be filed when called for. The said W.C. Herndon was indebted and is indebted to one John Holmes in the sum of \$250.00 for which indebtedness the said Holmes holds the note of the said W.C. Herndon with your respondent and his father, Larkin Herndon, as security, the said W.C. Herndon on the 14th day of October, 1893, made his note in writing, commonly called a negotiable note, by which he bound himself to pay, sixty days after the date thereof, to the order of John J. Stapleton and Larkin Herndon three hundred and twenty five dollars at the bank of Pennington Gap, Pennington Gap, Va., which note was endorsed by the said Larkin Herndon and J.J. Stapleton and negotiated and sold by said W.C. Herndon to said Bank of Pennington Gap. And by the terms of said contract your Respondent ^{to} surrender and deliver to the said W.C. Herndon his note executed to your Respondent and all the notes or claims which the said Larkin Herndon held against him and pay off the indebtedness for which your respondent and the said Larkin or either of them was bound for him as security. In obedience to this agreement your respondent at the time delivered to the said W.C. Herndon said \$500.00 note executed to himself which with its interest amounted to 506.00, and at the same time he turned over to him the five notes held against him by the said Larkin Herndon amounting principal and interest to the sum of \$2195.70. And since that time to wit on the 15th day of December your ^{respondent} ~~and~~ ^{and} his father Larkin Herndon have paid and lifted said \$325 note held by the Pennington Gap Bank as aforesaid, the note for \$250.00 to John Holmes is still outstanding with interest from about the 15th day of August 1893. The total of which ~~xxxxxxx~~ ~~xxxxxxx~~ indebtedness to respondent and his father Larkin Herndon and for which they were bound as security for the said W.C. Herndon amounted on the 11th day of November 1893, the date of the transfer of said goods and other property, including interest to that date, amounted to about the sum of \$3280.95.

Your respondent will now show your honor that on the 19th day of December 1893 he had all the goods then remainign on

hands carefully invoiced by H. Barton, and P.B. Cecil two men experienced in the mercantile business. Said invoice amounts to the sum of \$2700.00. Between the times of the sale to respondent and the date of said invoice he had ~~taken~~ sold goods amounting to \$215.95, which added to said invoice makes the aggregate amount of the goods received from the said W.C. Herndon. Respondent received from the said W.C. Herndon 46 head of cattle, two of which he sold for \$40.00 ~~which~~ the other 46 head of cattle he had valued by M.C. Parsons and J. E. Hobbs who fixed the valuation thereof at \$358.40. Your respondent had the hay or the balance of it remaining which he got from the said W.C. Herndon also valued by the said Hobbs and Parsons who fixed the value thereof at \$52.00, they also valued the Mowing machine at \$10.00, the wagon at \$11.00, the old mare, part of the team at \$30.00, and the lumber which was a lot of culls at \$10.00. Your orator had also before the invoice was made, sold the mule which he had received from the said W.C. Herndon for the sum of \$75.00. It will be thus be seen that the total amount of goods wares and merchandise and other property received by him from the said W.C. Herndon amounts to the sum of \$3502.35. The said W.C. Herndon also transferred and assigned to him a lot of notes and accounts amounting to the sum of \$312.41, ^{but} as to the solvency of these notes and accounts respondent is very doubtful. Respondent has seen several of the parties and asked them for payment each one of whom has either denied the account or claimed an offset against the same, and in addition thereto respondent is informed that garnishments have been served on several of the parties by creditors of the said W.C. Herndon. Said list of debts is herewith filed as part hereof marked "X".

Respondent is not advised as to the residence of the said W.C. Herndon and does not know whether he is a resident of the State of Virginia.

Respondent knows nothing of the sale of land made by the said W.C. Herndon and wife to the said David P. Parsons, nor does he know anything about the lien claimed by William Woodward.

*From Crit & Albert Flannery
Crumley's
W.C. Herndon's price of horses with interest
\$107
\$50
\$107
\$50
\$107
\$50*

No does respondent know any thing of the dealings between the said W.C. Herndon and John C. Stapleton. Respondent now answering specifically the interrogatory propounded to him as to the amount of indebtedness of said W.C. Herndon to him answering says, that the said W.C. Herndon owed him the sum of \$500.00 with interest thereon from the 30th day of August, 1893, that of said sum of \$500.00 \$450.00 was for cash loaned by respondent to him on the 29th day of August, 1893, that remaining \$50.00 was for a small amount of corn and for work and labor done in hauling staves for the said W.C. Herndon. It is almost impossible for respondent to answer when where and from whom he got the money that he loaned to the said W.C. Herndon. Respondent is a farmer and his money necessarily comes in in small sums at a time. About June 1893 he received from E.W. Pennington from \$140.00 to \$150, not far from the same time he collected from A.K. Debush about \$150, he also received \$40.00 from J.E. Hobbs, he sold to William B. Kilgore hogs for \$65.00, he collected from R.E. Litton \$75.00, about a year before he received from L.C. Shelburn \$107.00, and again \$ from the same \$105.00, he got \$108.00 from Selina Jayne, he got \$40.00 from his mother, he also received an amount of \$100.00 or there about from _____ Carmical, he also got from his father Larkin Herndon about \$300.00, ^{or more} and he received money from other sources in small amounts not now remembered. A part of this money named above respondent used in paying the balance on land which he purchased at a judicial sale, and the residue made the \$450.00 loaned to the said W.C. Herndon. Respondent has already given but will here again give the number and value of the cattle, hay &c. received of the said W.C. Herndon marked "Invoice" which is asked to be treated as a part of his answer. He also files an inventory of said goods marked "goods" and asks that the same be treated as a part of this answer. Respondent here avers that every cent of the indebtedness herein above set out as owing by the said W.C. Herndon to himself and the said Larkin Herndon was at the time of said sale just due and owing; he further avers that the debt to John Holmes is still owing and that

the debt to the Pennington Gap Bank ~~and~~ has been paid by him since he purchased said goods: respondent further says that the trade between himself and his brother W.C. Herndon by which he purchased said goods was made in good faith by him; that he had no intent ^{now} whatever to defraud or delay any creditor of the said W.C. Herndon in the collection of his debts. In fact respondent did not know of any debt which the said W.C. Herndon owed except the debts to himself, Larkin Herndon, John Holmes and the Pennington Gap Bank; And the said W.C. Herndon at the time of said sale told respondent that he did not owe anything on said goods. Respondent did not want to purchase said goods, he had no taste for the mercantile business, did not want to go into it, and only took said goods in order to secure the payment of the debts due to him and his father and for which they were security as aforesaid, and he is ~~an~~ anxious now to get rid of said goods and other property, so much so that if the creditors of the said W.C. Herndon will take said goods and other property off of his hands they can have the same upon the payment to him of what is due to him, in fact as soon as these suits were brought he offered to turn over every thing which he had received from his brother, if the plaintiffs would pay to him and his father the amount of the indebtedness of the said W.C. Herndon to them. And now having answered said bill as fully as he is advised that is material for him to answer it and here again denying all allegations of fraud or collusion of any kind whatever or any intention to hinder and delay any creditor of the said W.C. Herndon in the collection of his debts he prays to be hence to be dismissed with his costs. ~~to~~.

Duncan T. Syatt p.d.

Virginia

Lee County to wit;

This day John P. Herndon personally appeared before me A.B. Munsey Clerk of the Circuit for the County and State aforesaid and made oath that the foregoing answer so far as made on his own knowledge is true, and so far as made upon the information of others he believes it to be true.

A.B. Munsey Clerk

W. C. Herndon et als.

ads. { Separate answer
and demurrer of
John P. Herndon
one of defts.

Berry William & Co

Filed in open Court March
the 8th 1894
A. B. Mursey Clk

BERRY, GILLIAM & Co.

vs.
W. C. HERNDON & *others*

DEPOSITION of JAMES R. GILLIAM, taken pursuant to the annexed notice, at the office of *Berry Gilliam & Co* in the city of Lynchburg, on the *17* day of *July* 1894, between the hours of 9 A. M. and 6 P. M., before W. G. Hamner, Notary Public, to be read as evidence in a certain suit in equity pending in the Circuit Court of Lee County, between Berry, Gilliam & Co. *Plaintiffs* and W. C. Herndon & *others* ~~Co.~~ *Defendants*

Present:

James R. Gilliam, a witness of lawful age, being first duly sworn, deposes and says:

1st Q. State your age, residence and occupation?

Ans *James R. Gilliam 39 years Lynchburg, Merchant*

2d What position do you (the deponent) hold with the firm of *Berry Gilliam & Co*

Ans *I am a partner in said firm.*

3^d Q State whether or not *W. C. Herndon* is indebted to the said firm and if so when did he become so indebted

Ans *He is indebted to said firm in the sum of \$82⁹⁰ dated Oct 30th 1894, to become due July 30th 1895 and is to bear interest from its maturity*

4th Q Did *W. C. Herndon* ever make a statement to you either verbally or in writing ~~as to~~ *as to* the said

firm any of its members or agents of what he was worth and what property he was then the owner of.

Ans He did, in writing

5 Ques What was that statement

Ans See answer to a letter from me in regard to what he was worth he wrote that he owned from 1500 to 1700 acres of land with all its appurtenances; with no lien claim or incumbrance on the same and that he was worth at least \$7000⁰⁰ consisting of the land stock cattle &c. The letter above referred to is herewith attached and made a part of this deposition.

6 Ques When was said statement made

Ans In April 1893

7 Ques At the time the said firm sold the said Leander the said bill of goods; did you or any of the members or agents of said firm have any notice of the deed of March 14th 1893 by which he conveyed to said David P. Parsons the most valuable part of his real estate

Ans We did not have any notice of any such deed.

8th Ques If the said firm had had notice of said deed
would they have sold to him the said goods.

Ans They would not have done so

9th Ques Is the said sum of money still owing
to the said firm and has any part
of same been paid

Ans It is still owing and no part
thereof has been paid.

And further this deponent saith not.

James R. Sullivan

State of Va
City of Lynchburg ^{Tobacco}

I, W. B. Hamner, a notary for the City of
Lynchburg State of Va do here certify that
the foregoing deposition was duly taken, reduced
to writing, and signed by the witnesses
before me at the place and time therein
mentioned; pursuant to the annexed notice
See witness whereof I have hereto set my
hand and affixed my ^{signed} official seal
at Lynchburg aforesaid this 17th day of
July 1894 W. B. Hamner

Notary fee 50^c paid by G. B. & Co. ^{N. O.}

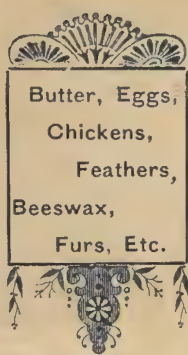
Berry Gilliam & Co

VS } Depositions

W. C. Herndon et al

Received February the 19th by
mail in good condition
and filed Feby 19th 1894

A. B. Munsey clk



Butter, Eggs,
Chickens,
Feathers,
Beeswax,
Furs, Etc.

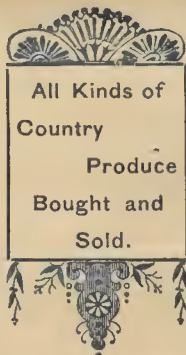
OFFICE OF

W. C. HERNDON,

DEALER IN

Dry Goods, Notions, Shoes, Groceries,

HATS, DRUGS, MEDICINES, &c.



All Kinds of
Country
Produce
Bought and
Sold.

Cynthia, Va. April 27th 1893.

Mess Berry Gilliam & Co

Lynchburg Va

Dear Sir: your letter of inquiry concerning
my financial business

I will gladly give you a statement
and would get my father to vouch for
this but he is not at home I do not
know when he will return

I hope this statement will be satisfactory
for I am shure I would not fit my self
for the Penitentiary,

I own from 15 to 17 hundred Acres of Land
with all of its appertnances

no ~~beas~~ no claimers no incumberence
on this property in my own name

worth at least Twenty Thousand Dollars

I own 48 head of Cattle, worth \$475.00 at least

I own a wagon and team worth \$300.00

I own a stock of goods worth \$1200.00

note and accounts amounting to \$1500.00

indebt \$700.00 nothing past ~~due~~ owed by agreement

I further more say that all real estate
will stand good to you until this
purchase is paid if you feel willing to

ship the goods on this state ment
receiving all home stead exemptions

I would be glad if you would
send your traveling man round
to see me when he comes through
our section again,

he could report whether I am reliable
or not

Yours Truly

Attest

W. C. Herndon
William Carroll

Berry, Gilliam & Co.
AGAINST

W. C. Herndon et al

To W. C. Herndon. Larkin Herndon. John P. Herndon Wm Woodward

David P. Parsors and John C. Stapleton

Take notice that on the 17 day

of February 1894

at the office of Berry, Gilliam & Co.

in the City of Lynchburg
County, State of Virginia

It will proceed to take the deposition of W. T. Berry,
James B. Gilliam & others
to be read as evidence on behalf of Berry, Gilliam & Co.

in a certain suit in Equity which is now pending in the Circuit Court of Lee
County, State of Virginia wherein said Berry, Gilliam & Co. are
Plaintiffs and you and each of you are Defendants. And if from any
cause the taking of said deposition is not begun on that day or being begun not completed the same will be
continued from day to day or from time to time and if desired from place to place until the same are completed. You
may attend and cross-examine if you wish.

February 8, 1894.

Very Respectfully.

Berry, Gilliam & Co.
By Counsel.

Jackson & Blankenship
Attys for Plffs.

Berry, Gilliam & Co

98. { Notice to take Depositions

W.C. Herndon, et al.

Legal service of
this within Notice
is accepted for
John P. Herndon
and Loraine Her-
ndon. This February
3rd, 1894.

Hunsaker & Hyatt
Attys for said
Jno. P. & Loraine
Herndon.

Executed Feb 14¹⁸⁹⁴
By delivering
a copy of Notice
to take Depositions
to William Woodward
David Parsons
M R Kirk & Co
for 66 Henry
S S C

Deed book No . 25 .page 104 .

From John C. Pennington et al.

THIS DEED of conveyance made this the 19th day of March 1890 by and between John C. Pennington and Patience Pennington his wife Dinah Pennington and Martha J. Robins and Mary A Robins of the county of Lee and State of Virginia and Green B. Pennington and Susan his wife of the county of Perry and State of Kentucky of the first part and

William C. Herndon

of the second part of the county of Lee and state of Virginia

of the second part of the county of Lee and state of Virginia
WITNESSETH that for and in consideration of the sum of

\$580.00 dollars in hand paid the receipt of which is hereby

acknowledged the said parties of the first part do grant

bargain sell and convey unto the parties of the second part

all of their right and title in the Charles Pennington

tract of land lying and being in the county of Lee and state of

Virginia on the waters of Jones creek and bounded as follows

to wit : BEGINNING *at* at a beech and white oak on the

east bank of reeds creek thence southwardly to a poplar then

eastwardly thence to a white oak on ~~the~~ top of a ridge thence north

wardly to a white oak on a flat thence north eastwardly to

a wagon road and *with the said road* ~~thence~~ southwardly to a beech *near the* ~~at the~~

mouth of the first hollow near the bank of Jones Creek

and with the said creek to ~~the mouth of said creek~~ to Joseph

Marcums corner thence westwardly with the said Marcums line

to Charles Pennington line and with said line to the BEGINNING

the parties of the first part do warrant generally the land

hereby conveyed the parties of the second part to have and

to hold forever .Witnesseth the following signature and seal

this the 19th day of March 1890. John C. Pennington (SEAL)

Pai

her
Patience Pennington (SEAL)
her
Martha J. Robins (SEAL)
for make
Dinah Pennington (SEAL)
make
Green B. Pennington (SEAL)
her
Susan Pennington (SEAL)
make
Mary A. Robins (SEAL)
make

State of Virginia : to wit

County of Lee :

I, Francis M. Parsons a justice of the peace for the aforesaid county and State do certify that John C. Pennington and Patience Pennington his wife Martha J. Robins and Dinah Pennington whose names are signed to the foregoing deed bearing date on the the 19th day of March 1890, acknowledged the same *before me* in my county and state aforesaid to be their act and deed and does not wish to retract it. Given under *and Seal* my hand the day and date first above written F.M. Parsons J.P

State of Kentucky, County of Perry

I, Ira J. Davidson clerk of the county court for the county and state aforesaid do certify that the foregoing deed ~~bearing date of~~ of conveyance from John C. Pennington & c to William C. Herndon was this day produced to me in the county aforesaid and acknowledged before me by Green B. Pennington and Susan his wife to be their act and deed and the same is certified to the proper office for record. Given ^{under} my hand this the 29th day of March 1890

Ira J. Davidson clerk

By G.R. Cornett D.C.

State of Virginia : to wit:

County of Lee ;

I, F.M. Parsons, a justice of the peace for the aforesaid county and state

(JAB2) noygninge9 eene iua9

(JAB2) enider.H.L. andiam

(JAB2) noygninge9 denid

(JAB2) noygninge9.B. noey9D

(JAB2) &noygninge9 noyus2

(JAB2) enider.H.A. ylam

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an ni enue end begdelwender.Ooel notam 1o yab nt Bl end
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end bna n ym tophuu nevid . Ji uerter ou n1aw uon oob

P.L. a noeta9.P.M.9

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etats bna yunuo

county and state do certify that Mary A. Robins whose ^{name} ~~name~~ ^{me}
/ is/ ~~are~~ signed to the foregoing deed bearing date on the 19th
day of March 1890, acknowledged the same before me in my
county and state aforesaid to be her act and deed and does not
wish to retract it Given under my hand the 7th day of April
a/ 1890. F.M. Parsons J.P.

Virginia Lee County to wit/

In the office of the clerk of the said county
May the 6th 1890 this deed / was presented and with certifica
tes thereto annexed ~~was~~ admitted to record

Test John R. Gibson Clerk.

A Copy - Test: S. W. H. Richmond Clerk

Virginia Lee County, To Wit:

I E. W. Pennington, a notary public in and for the
county and state aforesaid do hereby certify that R. L. Penning
ton personally appeared before me in my county and ~~state~~ ^{state}
aforesaid and made oath that he had copied the foregoing deed
from the records of the county court, and that the same is a
true transcript therefrom. Given under my hand this the
day of ^{Feb} 1894

N.P.

Pennington and Herman Harrison whose names are signed to
the foregoing, deed bearing date on the 30th July 1888, and
personally appeared before me and acknowledged the same to be
their act and deed for the purposes therein stated.

Given under my hand this 7th Sep. 1888

J.A.G. Hyatt clerk

Virginia Lee County to wit:

In the office of the clerk of the said county viz. the 6th 1888
his deed was presented and with the certificate thereof annexed
was submitted to record.

Test John A. Gibson Clerk.

Virginia Lee County to wit: *Copy* Test D. J. Richmond clerk
This day A.L. Pennington personally appeared before me
a notary public in and for the county and state aforesaid
and made oath that he had copied the foregoing deed from
the records of the county court of Lee County on file in
the said county court clerk's office, and that the same is
a true transcript from the said records.

Subscribed before me this _____ day of Sep. 1888.

J.P.

H.C. Newdane

Trace } copy of book
John Huntington of
~~London~~

See for copy. \$1.50
~~London~~

("2")

"

"

Deed Book No. 25, Page 106 .

THIS DEED of conveyance made the 5th day of February 1890
by and between Tobias Hughes and Martha ^{his} Hughes and Peggie ~~Hughes~~
Parsons of the first part allef the county of Lee and State
of Virginia and William C. Herndon ^{of the second part} of the county and state
aforesaid .WITNESSETH That for and in consideration of the
sum of Eight Hundred dollars in hand paid the receipt is
hereby acknowledged the parties of the first part do bargain
sell and convey unto the parties of the second part a certain
parcel or tract of land lying and being in the county of Lee ~~an~~
and State of Virginia situated on Reeds Creek waters of the
North Fork of Powells River being two hundred Acres be the
same more or less and bounded as follows to wit being the
land where ^{the said} Tobias Hughes ^{lives} and adjoining the land of
Samuel Parsons , James Quillen and Mathew Zein and the par-
ties of the second part to have and to hold forever And the ~~part~~
parties of the first ~~part~~ warrant specially the land hereby
conveyed Witness the following signature and seal the day
and date above written

Tobias
Tobias P. Hughes (seal)

Martha
Martha Hughes (seal)

Margaret
Margarett R. Parsons (seal)

State of Virginia :

County of Lee

I, W. M. Parsons a Justice of the Peace for the afore-
said county and state do certify that Tobias Hughes and
Martha Hughes His wife and Peggie Parsons whose names are ~~a~~
signed to the foregoing deed ^{bearing} date on the 5th day of February
1890 acknowledged the same before me in my county and state

1880 acknowledged the same before me in my county and state
situated to the foregoing deed date on the 5th day of February
Martha Hughes his wife and Peggie Parsons ~~wives~~ ^{wives} and
said county and state do certify that Tobias Hughes and

Jas. M. Parsons a Justice of the Peace for the afore-
county of Lee

State of Virginia :

Walter R. Parsons (seal)
Martha Hughes (seal)
Tobias P. Hughes (seal)

and date above written
conveyed witnesses the following signature and seal the day
parties of the first ~~xxx~~ written specially the land heretofore
ties of the second part to have and to hold forever And the
Samuel Parsons, James Guillen and Matthew Noin and the par-
land where Tobias Hughes now lives and adjoining the land of
same more or less and bounded as follows to wit being the
North Fork of Powell's River being two hundred Acres be the
and State of Virginia situated on Roofs Creek waters of the
parcel or tract of land lying and being in the county of Lee
sell and convey unto the parties of the second part a certain
heretofore acknowledged the parties of the first part do herein
sum of Eight Hundred dollars in hand paid the receipt is
stated. WITNESSETH That for and in consideration of the
of Virginia and William C. Hornsby of the county and state
Persons of the first part of the county of Lee and State
on and on Tobias Hughes and Martha Hughes and Peggie Hughes
THIS DEED of conveyance made the 5th day of February 1880

aforesaid to be their act and deed and does not wish to retract it . Given Under my hand and seal this the 5th day of February 1890.

F.M. Parsons J.P.

Virginia Lee county To wit :

In the ~~clerk~~ office of the clerk of the said county May the 6th 1890 this deed was presented and with the certificate thereto annexed admitted to record .

Test John R. Gibson clerk

Virginia Lee County to wit :

A Copy Teste S. W. L. Richardson
I E.W. Pennington , a notary public in and for the county and state aforesaid , do hereby certify that this day R.L. Pennington personally appeared before me and ~~made~~ made oath that he had copied the foregoing deed from the records of the county court of Lee county on file in the clerk's office of the said county and that the same is a true transcript there from . Given under my hand this the ____ day of February , 1894.

N.P.

N.P.

February, 1884.

scrip there from. Given under my hand this the ____ day of
office of the said county and that the same is a true trans-
ords of the county court of Lee count on file in the clerk's
made each that he had copied the foregoing deed from the rec-
this day R.L.P. Pennington personally appeared before me and my
and state aforesaid, do hereby certify that
I E.W. Pennington, a notary public in and for
Virginia Lee County do wit:

Test John H. Gibson clerk

These records annexed admitted to record.

From } Copy of Deed
John H. Gibson

For far copy \$0.20

In the year 1880 this deed was presented and with the certifi-
in the clerk's office of the clerk of the said county

Virginia Lee County To wit:

E.W. Pennington J.P.

February 1880.

reference is. Given Under my hand and seal this the ____ day of
aforesaid to be their. and deed and does not wish to

Deed Book NO 23 ,page 110.

This ~~add~~/deed made this ~~the~~ 7th day of March 1887 between John C. Stapleton and Almedia ^L his wife of the first part and W. Craig Herndon of the second part aliof the county of Lee ^A and state of Virginia . Witnesseth that in consideration of the sum of two hundred dollyars ^{in hand paid and secured to} be paid by the party of the second part ^{to the party of the first part} the receipt of which is hereby acknowledged , the said party of the first part by these presents give ,grant,sell,deliver and convey unto the party of the second part a certain tract or parcel of land lying and being in ^{said} the county of Lee and on Jones Creek in the Crab-orchard containing by estimation thirty and a half acres be the more or less bounded as follows : Beginning on the 124 pole line ~~29~~ poles from white oaks and beeches on the north side of a branch at a White oak S 28 E 29 poles to a ^{red} oak on ~~the~~ top of a ridge and with said ridge S 99 1/2 W ^{to} 38 poles to a pine and chestnut off ~~the~~ top of a high spur N 58 1/2 W 29 poles to a little gum and chestnut N 26 W 18 poles to two chestnut oaks S 83 1/2 W 33 poles to a sour wood hickory and two dead spanish oaks , (now gone) N 41 1/2 W 36 poles to a chestnut at the top of a deep hollow N 69 E 93 ^{to the} beginning . To have and to hold the said tra ^{or parcel} of land ~~unto~~ with all of its appurtinences unto the party of the second part and his heirs forever And the party of the first part covenant that they will ^{warant} generally ^A the title to the land hereby conveyed And the party of the first part hereby reserve to ~~themselves~~ the vendor's lien on said land untill the purchase money therfor is fully paid .Witness the following signature ^A and seal ,

John C Stapleton (seal)

Almedia stapleton (seal)

Virginia Lee County to wit :

I, John A. G. Hyatt com'r in chy. &c do certify that John C. Stapleton, whose name is signed to the foregoing deed dated March the 7th 1887 personally appeared before me in the said county and acknowledged said writing to be his act and deed. Given under my hand this the 7th day of March 1887.

J. A. G. Hyatt, comr &c.

Virginia Lee County to wit :-----1, John A. G. Hyatt commissioner in chancery for Lee county do certify that Almedid Stapleton wife of John C. Stapleton whose names are signed to the foregoing deed dated March the 7th 1887 personally appeared before me in the county ^{said} and being examined by me privately and apart from her husband and having the deed ^{aforsaid} fully explained to her she declared she willingly ^{signed} executed the same and did not wish to retract ~~it~~ the same. Given under my hand this the 26th day of August 1888

John A. G. Hyatt com. in chancery for Lee county court.

Virginia Lee County ~~the~~ court clerk's office, Feb 7th 1888
The foregoing deed bearing date March the 7th 1887 between John C. Stapleton and Almedid his wife of the first part and and W. C. Herndon of the second part all of Lee county Va. was this day filed in ^{this office} the clerk's and admitted to record upon the foregoing certificate of John A. G. ^{Hyatt} a commissioner in chancery for Lee county Court. Test John R. Gibson. clerk.

Virginia Lee county to wit : - ^{Copy - Test: J. V. L. Richmond Clerk}

This day R. L. Pennington personally appeared before me a notary public in and for the county and state aforesaid and made oath that he had copied the foregoing deed from the records of the county court of said county on file in the clerk's office of the said county court and that the same is a true transcript therefrom. This Feb _____ 1894

N.P.

transcribe therefrom. This Feb 1887

Office of the said county court and when the same is a true
ords of the county court of said county on file in the clerk's
made each when he had copied the foregoing deed from the re-
a notary public in and for the county and sworn aforesaid and

This day R.L. Pennington personally appeared before me
Virginia Lee county to wit: -

of the county court. Test John R. Gibson, clerk.

From copy of deed
being certificate of John A.G. Hunt a commissioner, in charge,
and filed in the clerk's and admitted to record upon the fore-
mentioned of the second part all of Lee county, Va. was this
day of April 1887 and Almeda his wife of the first part and
foregoing deed being date March the 1st 1887 personally
Virginia Lee county, Va. court clerk's office, Feb 1st 1887
hand this the 1st day of August 1887

same and did not wish to retract. ~~XX~~ the same. Given under my
plained to her she declared she willingly executed ~~XX~~ the
ity and apart from her husband and having the deed fully ex-
fore me in the county at one and being examined same priv-
foregoing deed dated March the 1st 1887 personally appeared pe-
son wife of John C. Sutherland whose names are signed to the
or in charge for the county do certify that Almeda Suther-
Virginia Lee county to wit: ----- I, John A.G. Hunt commissioner.
J.A.G. Hunt, comr. &c.

Given under my hand this the 1st day of March 1887.

county and acknowledged said writing to be his act and deed.
March the 1st 1887 personally appeared before me in the said
C. Sutherland, whose names are signed to the foregoing deed and

I, John A.G. Hunt comr. in ch. do do certify that John
Virginia Lee county to wit: -

J.L. Henderson

Deed Book No 25 , page 111 .

in the year of our Lord
This deed made this Dec 21st 1889 between Rebecca J Robins and
her husband of the Indian Territory
James A Robins of the first part and and Willian C Herndon
County his wife
and ~~William~~ Herndon of the county of Lee and state of
Virginia of the second part Witness that for and in consider
ation of the sum of \$95.00 dollars in hand paid the receipt
whereof is hereby acknowledged the said party of the first
part do grant bargain and sell unto the said party of the
second part all of their right title and undivided interest
in the Charles Pennington Farme lying and being in the
said County of Lee ~~and state of Va~~ and lying on the *water of* Jones Creek
and Bounded as follows Beginning on a beech and white oak
on ~~the~~ east bank of Reeds Creek near its mouth thence south
wardly to a poplar on Jones creek thence eastwardly to a
on top of ridge, thence northwardly to white oak
white oak on ~~a flat~~ thence north westwardly to ~~a~~ wagon road
thence southwardly to a beech at the mouth of a hollow near *the*
bank of Jones creek thence southwardly with said creek to
Joseph Marcums corner thence *North wardly* ~~southwardly~~ with said Marcums
line to the old Charles Pennington line thence southwardly
back to the beginning and the said party of the first
part do covenant with *said* the party of the second part that they
will warrant generally the land hereby conveyed &c. Witness
the following signatures and seal s.

his
James A. Robins (seal)

mark
Rebecca Robins (seal)
mark

W
Witnesses M. Graham

Z.T. Robins

Perkins county Chickasaw nation Feb 22 /90

Ervin Springs

Chickasaw Nation Perkins County Chica saw Nation Feb 22/90

Personally appeared before me S.W. wallace a U.S. commission
er James H Robins and his wife Rebecca Robins to me well known

and signed and acknowledged to me that it was for consideration therein expressed and set forth the above and foregoing deed or instrument in writing convey a tract of land to William C. Herndon and his wife This Feb 22/90

Samuel W Wallace U.S C omr for ~~VA~~
Indian Territory.

Virginia Lee county to wit :

In the ~~clerk's office~~ ^{office of the clerk} of the said county May the 6th 1890
This deed was presented and with the certificate thereto annexed admitted to record

Test John R. Gibson Clerk

Virginia Lee County to wit :

A. Copy - Teste: J. V. L. Richmond Clerk
This day R. L. Pennington personally appeared before me, a notary public in and for the county and state aforesaid, and made oath that he had copied the foregoing deed from the records of the said county court and that the same is a true transcript therefrom. Given under my hand this the ____ Day of Feb 1890

N.P.

_____ N.P.

therefrom. Given under my hand this the _____ day of Feb 1889
of the said county court and that the same is a true and correct
copy that he had copied the foregoing deed from the records
and public in and for the county and state aforesaid, and made
this day R.L. Tenningson personally appeared before me, a notary
public in and for the county of
Virginia the county to wit:

Test John R. Gibson Clerk

~~annexed~~ and referred to record

This deed was presented and with the certificate thereon

in the clerk's office of the said county May the 18th 1890
Virginia Lee county to wit:

Indian Territory.

Samuel W. Wallace U.S. Commr. for XX

William C. Herndon and his wife This Feb 22/90
deed or instrument in writing convey a tract of land no
action therein expressed and set forth the above and foregoing
and signed and acknowledged to me that it was for consideration

Deed Book No 29 , page 438.

This deed made the 4th day of March 1893 Between William C. Herndon and Cynthia E. Herndon of the first party ^{of the County of Lee & State of Virginia} and David P. Parsons ^{of the second part of the county and state aforesaid}

Witness that in consideration of the sum of five thousand dollars in hand paid the receipt whereof is hereby acknowledged W.C. Herndon and Cynthia ^{E.} Herndon his wife do grant bargain sell and convey unto David P. Parsons party of the second part a certain tract or parcel of land lying in the Crab Orchard on Reeds and Jones creek waters of the North Fork of Powells River No of acres unknown supposed to be six hundred ^{acres} more or less and bounded as follows to wit: Beginning at a stake on the north bank of the North Fork at the mouth of Reeds Creek thence with the meanders ^{thereof} to the Mc Cradie line and with said line N38 W ___ to a gum 2 chestnuts and spanish oak corner to A.B. Bailey land and with lines of same N 84 W 28 poles to a white oak and a chestnut Thence N35 W 42 poles to 3 white oaks Thence No W with parkers line to Jones Creek and with said creek to Joseph Marcums corner thence southwardly with said Marcum line to A.K. Debusks corner Thence with his several lines and corners to a corner to Alfred Johnston's land formerly Samuel Parsons land Thence with lines and corners of said Samuel Parsons tract to James Quillen land Thence with ^{said} lines and corners to Mathew Zion land ~~and~~ with said Zions lines and corners to Lawsons land ^{thence} and with his lines and corners to the beginning. the foregoing described boundary of land im braces the land purchased by W.C. Herndon from Tobias Hughs and wife Charles Pennington heirs Larkin Herndon and John B. Pennington and the said David P. Parsons is to have and with all the appurtenances thereunto ^{forever} and the said William C. Herndon and the said William C. Herndon and Cynthia ^{E.} Herndon parties of the first part do warrant geer-

Cynthia Herndon parties of the first part do warrant & coven-
said William C. Herndon and the said William C. Herndon and
is to have and with all the appurtenances whereunto and the
Herndon and John B. Pennington and the said David P. Parsons
from Tobias Hughes and the Charles Pennington heirs part in
boundary of land in pieces the land purchased by W.C. Herndon
his lines and corners to the beginning. The foregoing described
with said stone lines and corners to Lawsons land and with
land thence with lines and corners to Mathew Neen land and
lines and corners of said Samuel Parsons creek to James Miller
Johnson's land formerly Samuel Parsons land thence with
with his several lines and corners to a corner to Alfred
werdy with said Margums line to A.K. Debusks corner thence
and with said creek to Joseph Margums corner thence south-
white oaks thence No W with parkers line to Jones Creek
to a white oak and a chestnut thence N 80 W as poles to
to A.B. Bellows land and with lines of same N 84 W as poles
line N 88 W — to a ~~small~~ chestnut and spanish oak corner
thence with the meanders to the No Grade run and with said
the north bank of the ~~North~~ mouth of Reeds Creek
less and bounded as follows to wit: Beginning at a stake on
liver No of acres unknown supposed to be six hundred more or
on Reeds and Jones creek waters of the North Fork of Powells
a certain piece or parcel of land lying in the Graporchard
sell and convey unto David P. Parsons party of the second part
W.C. Herndon and Cynthia Herndon his wife do Grant part in
dollars in hand paid the receipt whereof is hereby acknowledged
Witness that in consideration of the sum of five thousand
of the second part of the county and state aforesaid
P. Parsons
C. Herndon and Cynthia Herndon of the first part and David P.

This deed made the 1st day of March 1883 between William

ally the land hereby conveyed . Witness the following signature and seals the year and day first ^{above} written .

William ~~C~~.C. Herndon (seal)

Cynthia E Herndon (seal)

State of Virginia , County of Lee , to wit :

I, F.M. Parsons a justice of the peace in and for the county and state aforesaid do certify that William C. Herndon and Cynthia E. Herndon his wife whose names ^{is} ~~are~~ signed to the foregoing deed bearing date on the 14th day of March 1893 acknowledged the same before me in my county ^{and} ~~and~~ state ~~aforesaid~~ given under my hand and seal this the 14th day of March 1893.

F.M. Parsons J.P.

Virginia Lee County to wit :- ^{in the office of the Clerk} In the clerk's office of of / the said county The 10th day of Nov ~~1894~~ 1893 this deed was presented and together with the certificate thereto annexed was admitted to record.

Test: S.V.F. Richmond . Clerk.

Virginia Lee County to wit : ^{4 Copy -} ~~Teste: S.V.F. Richmond~~ ^{clerk}

This day R.L. Pennington personally appeared before me in my county and state aforesaid , and made oath that he had copied the foregoing deed from the records of the county court of the said county , and that the same is a true transcript from the said record. This Feb. _____ 1894.

N.P.

Deed Book No 25 page 132.

This deed made this November the 9th 1889 by and between M. C. Parsons of the first part and Craig Wrdon of the Second part Both of the county of Lee and State of Virginia. Witness eth that the part of the first part doth grant bargain sell and convey unto the party of the ^{second} ~~first~~ part his undivided interest in Charles Pennington Now deceased estate that he bought of Anderson Robens and wife heirs of a foresaid Charles Pennngton Deed for the sum of one hundred dollars in hand paid the receipt of which is hereby acknowledged, the aforesaid M. C. Parsons binds himself to warrant ^{generally} the land hereby conveyed with all its appurtenances forever. Witness my hand and seal day and ^{year} ~~date~~ first written.

M. C. Parsons (seal)

Virginia Lee County To wit

I, V. H. Kelly notary public for the aforesaid county do certify that M. C. Parsons whose name is signed to the above deed bearing date ~~on the~~ Oct. 9th 1889, personally appeared before me in my county aforesaid and acknowledged his signature to this deed to be correct for the purpose mentioned in the above deed. Given under my hand this Nov. 9th 1889.

V. H. Kelly N.P.

Virginia Lee County to wit : ---- In the ^{office of the clerk} ~~clerk's~~ office of the ssaid county May the 6th 1890, this deed was presented and with the certificates hereto annexed admitted to record.

Test John R. Gibson, Clerk.

A Copy Testes V. H. Richmond clerk
Virginia Lee county to wit: _____ This day R. L. Pennington personally appeared before me a notary public for the aforesaid county, in my county aforesaid and made oath that he had copied the foregoing deed the said county's records and that the same is a true transcript there from. This Feb ____ 1894

N.P.

same is a fine circumstance the re from. This Feb 1893
 copied the foregoing deed the said county, a record and when on
 said county, in witness whereof and made oath that he had
 personally appeared before me a notary public for the fore-
 Virginia Lee County to wit: _____ This day W. Pennington

Test Johny Gibson, Clerk.

with the certificates hereto annexed and duly recorded.

The said county May the 20th 1890, the deed was presented and

Virginia Lee County to wit: --- in the clerk's office of

A. H. Kettys W.P.

above deed. (Given under my hand this Nov. 20th 1893.

From Copy of Deed
~~the said deed~~ *the said deed* be corrected for the purpose mentioned in the
 deed bearing date 24th Oct. 1893, personally appeared
 M. C. Parsons whose name is signed to the above
 J. A. H. Kettys notary public for the said county

Virginia Lee County to wit

M. C. Parsons (deed)

and dates first written.

at its apprehensions forever. Witness my hand and seal that
 Parsons finds himself to warrant the deed hereby conveyed with
 receipt of which is hereby acknowledged, the foreman M. C.

from deed for the sum of one hundred dollars in hand paid the
 of Anderson Robins and wife heirs of a foreman Charles Pennington
 son in Charles Pennington now deceased estate when he bought
 conveyed into the hands of the first party his undivided interest
 such that the part of the first party John Gibson settler
 bare both of the county of Lee and State of Virginia. Witness
 C. Parsons of the first party and Clerk Gibson of the second
 This deed made this November the 20th 1893 by and between M.

Deed Book No 20 page 195.

This deed maid ~~this~~ the 10th day of NOV^r 1893 by and between
W.C. Herndon of the first part and William Woodward of the
second part both of the county of Lee and State of Virginia
The party of the first part doth grant unto the party of the
second part a tract or parcel of land Bounded as follows ,
Beginning at ~~a~~ st stake on the mouth of Reeds creek running
with Lawsons line to the top of stone mountain thence with
the meanderings thereof to the McCradie line and with same
to the north Fork of Powels River and with ~~meanderings there~~ ^{the}
of to the Beginning . This deed of trust is to secure and
whold good to the party of the second part for the sum of
six hundred and seventy five dollars which the party of the
second part ~~wholds~~ ^{must} against the party of the first part this
contract shall stand and whold good to the party of the sec-
ond part untill the ~~se~~ ^{de} notes is satisfied in full. Witness the
Following sinature and seal W.C. Herndon (seal)

Virginia Lee County to wit :

I, J.F. Burgin a justice of the peace of said county in the stat
aforesaid ^{do Certify} that W.C. Herndon whose name id signed to the fore-
going deed bearing date on the ~~10th day of Nov~~ ^{10th day of Nov} 1893 this day person
ally appeared ^{before} me in my county aforesaid and acknowledged the
same to be his act and deed Given under my hand and seal this
the 18th day of Nov 1893. J.F. Burgin J.P.

Virginia Lee county to wit :-

This day R.L. Pennington personally appeared before me and
made oath that he had copied the foregoing deed from the rec-
ords ~~/from the~~ of the county court of Lee county on file in
the clerk's office of the said court, and that the same is a
true transcript of the said record. This Feb _____ 1894.

(+ Copy - Gester J. T. G. Richmond Clerk N.P.)

In the office of the Clerk of the
said County the 10th day of November 1893
this deed was presented and did together with the copy
of the same, was admitted to record. Teste: J. T. G. Richmond Clerk

Said Mouth of North Fork

True transcript of the said record. This was _____ 1884.

The clerk's office of the said court, and that the same is a
 bonds ~~XXXXXX~~ of the court court of Lee county into in
 made oath that he had copied the foregoing deed from the rec-
 This day K.L. Fennington personally appeared before me and

Virginia Lee county to wit :-

The 18th day of Nov 1883.

J. F. Brublin J. P.

same to be his act and deed Given under my hand and seal this
 ally appeared me in my court's aforesaid and acknowledged the
 going deed bearing date on the 10th day 1883 this day person
 aforesaid that W.C. Herndon whose name is signed to the fore-
 J. F. Brublin a Justice of the peace of said county in the state
 Virginia Lee County to wit :

following signature and seal

W.C. Herndon (seal)

old part until the notes is satisfied in full. Witness the
 contract shall stand and hold good to the party of the sec-
 second party ~~whold~~ against the party of the first part this
 six hundred and seventy five dollars which the party of the
 whold good to the party of the second part for the sum of
 of to the Beginning . This deed of trust is to secure and
 to the north fork of Powell's River and with meandering there-
 the meanderings thereof to the McGrade line and with same
 with Lawsons line to the top of stone mountain thence with
 Beginning at a stake on the mouth of Reeds creek running
 second part a piece or parcel of land bounded as follows :
 The party of the first part doth Give unto the party of the
 second part both of the county of Lee and State of Virginia
 W.C. Herndon of the first part and William Woodward of the
 This deed made this the 10th day of Nov 1883 by and between

Berry Gillies & Co (Ld)
v.s. { In Chanc - B.
H.C. Henderson

Copy of Deeds

To H.C. Henderson

From

John C. Cunningham
John B. Cunningham
John C. Stopleton
Larkin Henderson
Thomas Hughes
Rebecca Robins
M.C. Parraser

From

H.C. Henderson

To

David P. Parraser
" Woodward

For far Copies

\$4 50

August the 29th 1893.

One day after date I promise to pay J.P. Herndon Five hundred Dollars for value received of him, waiving all homestead exemptions as to this debt. Witness my signature and seal.

W.C. Herndon (Seal.)

\$200.00 One day after date I promise to pay to Larkin Herndon Two hundred dollars, for value received, waiving my homestead as to this note.

Witness my hand and seal this July 10th 1891.

W. Craig Herndon (Seal.)

Cynthia Herndon (Seal.)

Fritts Lee County, Va.

\$300.00 One day after date I promise to pay to the order of Larkin Herndon three hundred dollars and 00 Cents for value received, and I hereby waive the benefit of my homestead exemptions as to this debt.

Witness my hand and seal this 9th day of May 1891.

W.C. Herndon (Seal.)

January 1st 1892.

One day after date we promise to pay Larkin Herndon Seven hundred and Eighty Eight Dollars and Eighty cents for value received of him, waiving our homestead exemption as to this debt. Witness our hands and seals.

W.C. Herndon (Seal.)

Cynthia Herndon (Seal)

\$200.00

June the 7th 1892.

One day after date we promise to pay Larkin Herndon or order Two Hundred dollars, without defalcation, for value received. And we do hereby confess judgment therefor, and release errors and we do hereby waive all stay of execution from and after maturity of the above note, and all laws exempting property from execution to pay the sum aforesaid

W.C. Herndon (Seal)

Cynthia Herndon (Seal)

On the back of this note appears the following:--

Credit the within note \$8.18 April 20th 1893.

Credit the within note \$8.00 September 2nd 1893.

August 10th 1893.

Twelve months after date I promise to pay Larkin Herndon five hundred and seventy five Dollars \$575.00 for value received of him, waiving all homestead exemptions as to this debt. Witness my hand and seal.

W.C. Herndon (Seal.)

Pennington Gap Bank, Virginia.

\$325.00

Pennington Gap, Va., Oct. 14 '93

Sixty days after date I promise to pay to the order of John S Stapleton and Larkin Herndon Three Hundred and twenty five dollars, at Pennington Gap Bank of Pennington Gap, Va., for value received, and I waive the benefit of my homestead exemption as to this debt.

Given under my hand, day above written.

The undersigned principal and endorsers of this note, which is ~~fill~~ filled up before signing, agree that if the same is placed in the hands of an Attorney at law for collection or has to be sued on, that we will pay ten per cent Attorney's fees in addition to principal and interest which fee shall be added and become part of judgment.

Due December 13th 1893.

W.C. Herndon.

On the back of this last mentioned note appears the following:--

We, as endorsers of this note, waive demand, protest, and all exemption laws and guarantee payment of same, and acknowledge that we sign with a full understanding of this notice.

Larkin Herndon

J.J. Stapleton.

4 And across the face of this note is stamped:--

Pennington Gap Bank,
Paid
Dec. 15 1893
Pennington Gap, Va.

W.C.Herndon et als.

Ads. ~~Copy~~ Copy of notes.

Berry Gilliam & Co.

Duncan & Hvatt, p.d.

In the Clerk's Office of the Circuit Court of the County of
Lee on the *1st* day of *January* 1894.

against *Berry Gilliam & Co* Plaintiff } In Chancery

W. C. Herndon et al Defendant }

The object of this suit is to *set aside and annul the deed of W. C. Herndon & wife to David P. Parsons dated March 14th 1893; 2nd to set aside and declare void the deed made by W. C. Herndon & wife to John Woodward dated Novr the 1st 1893; 3rd to annul the transfer of goods & chattels made by W. C. Herndon to John P. Herndon on or about Novr the 10th 1893; and 4th that a judgment be given in favor of the Plffs against the Defendants for the amount mentioned in the bill & the sum be satisfied out of the said property thereby conveyed.*
And an affidavit having been made and filed that the defendant *W. C. Herndon* is

not a resident of the State of Virginia, it is ordered that *he* do appear here, within *fifteen days* after due publication hereof, and do what may be necessary to protect *his* interest in this suit. And it is further ordered that a copy hereof be published once a week for four weeks in the *Lee County Republican*, and that a copy be posted at the front door of the court-house of this *County* on the first day of the next term of the *County* Court.

A copy—Teste:

Jackson & Blanks p. q.

A. B. Munsey Clerk.

Berry William & Co

vs. }

ORDER OF
PUBLICATION.

W. B. Herndon et al
vs. A. B. Munsey clerk of
the circuit court do
certify that I delivered
the within order to the
Lee County Republican
on the first day of January
1894 for publication and
posted a copy thereof at
the front door of the
court house at the
January term 1894 of
the county court
A. B. Munsey clerk

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon *W. C. Herndon, Larkin Herndon*
John P. Herndon, David P. Parsons, William Woodward
and John C. Stapleton

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said
Court on the *First* Monday in *January*, 189*4* to answer a bill in Chancery,

exhibited against *them* in our said court by *W. T. Berry, James R. Gilliam*
W. W. Applegarth & A. M. Smith Merchants
& Partners in trade under the firm name and
Style of Berry Gilliam & Co

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house,

the *11th* day of *December* 189*3*, and in the *118th* year of
the Commonwealth.

A B Munsey Clerk.

The proper affidavit having been made and filed the officer executing this summons is directed to attach the following real estate of W. C. Herndon, all of which lies in Lee Co., Va., in the Craborchard consisting of two tracts, the first of which is now in the hands of David P. Parsons and bounded as follows to wit:

Beginning at a stake on the North bank of the North Fork of Powell's river at the mouth of Reed's creek; thence eastwardly with the meanderings of the said river to the McCradia line, thence N. 38 W. --- po to a gum 2 chestnuts and a spanish oak corner to A. J. Bailey's land, and with lines of same N. 24 W. 28 po, to a White oak and Chestnut, thence N. 35 W. 42 po, to 3 White oaks, thence N. with Parker's line to Jones creek, and with said creek to Joseph Marcum's corner, thence Southwardly with said Marcum line to A. K. DeBusk's corner, thence with his several lines and corners to Alfred Johnson's land formerly Samuel Parson's land, thence with lines and corner of said Parson tract to James Quillen's land, thence with his lines and corner to Mathew Zion land, thence with his lines and corner to Lawsons land thence with his lines and corner to the beginning. The 2nd of which tracts is now in the hands of Wm. Woodard, and embraces that land described in deed of July 20th 1889 of Larkin Herndon and John B. Pennington to said W. C. Herndon and which is recorded in Deed Book No. 25.-168.

A. B. Munnery Clerk

Berry Gilliam & Co

vs.

**SUBPENA
IN CHANCERY.**

W. C. Herndon et al

J. & Blankenship p. q.

To *1st January* 1894 Rules,
Circuit Court.

W. C. Herndon, J. B. Pennington

1893. Dec. 20. On the application of the undersigned, the following subpena in chancery and attachment to John B. Pennington, Larkin Herndon and John B. Pennington, Wm. Woodard and David P. Parsons and not executed as to W. C. Herndon also by attaching on the following real estate of W. C. Herndon described as follows:

Beginning at a stake on the North bank of the North Fork of Powell's river at the mouth of Reed's creek; thence eastwardly with the meanderings of the said river to the McCradia line, thence N. 38 W. --- po to a gum 2 chestnuts and a spanish oak corner to A. J. Bailey's land, and with lines of same N. 24 W. 28 po, to a White oak and Chestnut, thence N. 35 W. 42 po, to 3 White oaks, thence N. with Parker's line to Jones creek, and with said creek to Joseph Marcum's corner, thence Southwardly with said Marcum line to A. K. DeBusk's corner, thence with his several lines and corners to Alfred Johnson's land formerly Samuel Parson's land, thence with lines and corner of said Parson tract to James Quillen's land, thence with his lines and corner to Mathew Zion land, thence with his lines and corner to Lawsons land thence with his lines and corner to the beginning. The 2nd of which tracts is now in the hands of Wm. Woodard, and embraces that land described in deed of July 20th 1889 of Larkin Herndon and John B. Pennington to said W. C. Herndon and which is recorded in Deed Book No. 25.-168.

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West. Johnston & Co., Richmond.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon *W. C. Herndon, Larkin Herndon*
John P. Herndon, David P. Parsons, William Woodward
and John C. Stapleton

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said
 Court on the *First* Monday in *January*, 189*4* to answer a bill in Chancery,
 exhibited against *them* in our said court by *W. T. Berry, James R. Gilliam*
W. W. Applegarth and A. M. Smith, Merchants
& Partners in trade under the firm name & style
of Berry Gilliam & Co

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house,
 the *11th* day of *December* 189*3*, and in the *11^{8th}* year of
 the Commonwealth.

A Copy Teste *A. B. Munsey* Clerk.
A. B. Munsey Clerk

The proper affidavit having been made and filed the officer executing this summons is directed to attach the following real estate of W. C. Herndon, all of which lies in Lee Co., Va., in the Craborchard consisting of two tracts, the first of which is now in the hands of David P. Parsons and I bounded as follows to wit: Beginning at a stake on the North bank of the North Fork of Powell's river at the mouth of Reed's creek; thence eastwardly with the meanderings of the said river to the McCradia line, thence N. 38 W. --- po to a gum 2 chestnuts and a spanish oak corner to A, J. Bailey's land, and with lines of same N. 24 W. 28 po, to a White oak and Chestnut, thence N. 35 W. 42 po, to 3 White oaks, thence N. with Parker's line to Jones creek, and with said creek to Joseph Marcum's corner, thence Southwardly with said Marcum line to A. K. DeBusk's corner, thence with his several lines and corners to Alfred Johnson's land formerly Samuel Parson's land, thence with lines and corner of said Parson tract to James Quillen's land, thence with his lines and corner to Mathew Zion land, thence with his lines and corner to Lawsons land thence with his lines and corner to the beginning. The 2nd of which tracts is now in the hands of Wm. Woodard, and embraces that land described in deed of July 20th 1889 of Larkin Herndon and John B. Pennington to said W. C. Herndon and which is recorded in Deed Book No 25-163.

vs.

**SUBPŒNA
IN CHANCERY.**

p. q.

To Rules,
Circuit Court.

Executed Dec.,

1893 by delivering an office copy of the within subpoena in chancery and attachment to John P. Herndon, Larken Herndon, John C. Stapleton, Wm. Woodward and David P. Parsons and not executed as to W. C. Herndon also by attaching on the following real estate of W. C. Herndon described as follows:

all of which lies in Lee Co., Va., in the Craborchard, consisting of two tracts, the first of which is now in the hands of David P. Parsons and bounded as follows to wit: Beginning at a stake on the North

bank of the North Fork of Powell's river at the mouth of Reed's creek; thence eastwardly with the meanderings of the said river to the McCradia line, thence N. 38 W. --- po to a gum 2 chestnuts and a spanish oak corner to A, J. Bailey's land, and with lines of same N. 24 W. 28 po, to a White oak and Chestnut, thence N. 35 W. 42 po, to 3 White oaks thence N. with Parker's line to Jones creek, and with said creek to Joseph Marcum's corner, thence Southwardly with said Marcum line to A. K. DeBusk's corner, thence with his several lines and corners to Alfred Johnson's land formerly Samuel Parson's land, thence with lines and corner of said Parson tract to James Quillen's land, thence with his lines and corner to Mathew Zion land, thence with his lines and corner to Lawsons land thence with his lines and corner to the beginning. The 2nd of which tracts is now in the hands of Wm. Woodard, and embraces that land described in deed of July 20th 1889 of Larkin Herndon and John B. Pennington to said W. C. Herndon and which is recorded in Deed No 25-163.

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